



184 Alisa Street
Somerset, PA 15501
Ph: 814-443-2670

12655 Route 536
Punxsutawney, PA 15767
814-938-8220

315 Zane Grey Road
Norwich, OH 43767
740-872-3255

Please fax to 814-938-5640 or email to lmennetti@keystonedrill.com to process

CREDIT APPLICATION

Specify Location: ☐ Somerset, PA ☐ Punxsutawney, PA ☐ Norwich, OH

Company Name: _____

Billing Address: _____

City: _____ State: _____ County: _____ Zip: _____

Telephone: _____ Fax: _____

☐ Corporation ☐ Partnership ☐ Individual State of Incorporation: _____ Date: _____

Federal I.D. or Social Security No.: _____ ☐ Taxable ☐ Tax Exempt*

*If exempt, you must _____ an exemption certificate Form Received: _____

Name and Title of Owners, Partners or Corporate Officers: _____

FINANCE

Bank: _____ Telephone: _____

Address: _____ City, State, Zip: _____

Account No.: _____

CREDIT REFERENCES

➤ Company: _____ Telephone: _____

Address: _____ Fax: _____

City, St., Zip: _____ Contact: _____

➤ Company: _____ Telephone: _____

Address: _____ Fax: _____

City, St., Zip : _____ Contact: _____

➤ Company: _____ Telephone: _____

Address: _____ Fax: _____

City, St., Zip: _____ Contact: _____

We certify that all the information on this form is correct, and that we fully understand your company's credit terms. We agree to pay within these terms. Invoices not paid within agreed-upon terms will be subject to a 1.5% late charge per month/18% per year. *(Please see additional Terms and Conditions of Sale attached).*

Signed: _____ Title: _____ Date: _____

Owner, Partner, Officer



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STANDARD TERMS AND CONDITIONS OF SALE

Goods and services sold by Keystone Drill Services (KDS) are expressly subject to the terms and conditions set forth below. Any different or additional terms or conditions in Buyer's purchase order or similar communication are objected to and shall not be binding on KDS unless agreed to in writing by a KDS corporate officer. Buyer's acceptance of shipment or performance and/or payment for the goods or services constitutes acceptance of KDS's terms and conditions.

Credit Approval: Shipments, deliveries and performance of work shall at all times be subject to the approval of KDS's Credit Department. KDS may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department. Applicant acknowledges that before approving credit, KDS may require a personal guarantee of applicant (if individual or for all shareholders, if a closely held corporation) and the respective spouse(s) of the foregoing persons.

Payment Terms: Unless otherwise agreed in writing, terms of payment are net thirty (30) days from the date of invoice. If said invoice is not paid within thirty (30) days of invoice date, a late charge of 1.5% per month (annual rate of 18%) will be charged on all past due invoices. Buyer shall reimburse KDS for reasonable attorney's fees and other costs incurred by KDS in collecting past due invoices from Buyer.

Taxes: The amount of any sales, excise or other taxes, if any, applicable to the products covered by an order placed by Buyer to KDS, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides KDS with an exemption certificate acceptable to the taxing authorities.

Credit Balance: Any credit balance issued on Buyer's account will be applied within one (1) year of its issuance. If not applied within one (1) year, the balance remaining shall be cancelled, and KDS shall have no further liability except as required by applicable law.

Delivery: Unless otherwise noted, all sales of materials are made FOB point of shipment and, in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon the Buyer. Delivery dates given in advance of actual shipment of materials or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Buyer shall notify KDS or any non-conforming materials within a commercially reasonable time after Buyer becomes aware of such non-conforming products.

Warranties: Materials are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. Warranty repairs or replacements will be governed by manufacturer's warranty requirements. Any equipment package supplied by KDS carries a separate KDS warranty, copy provided at time of purchase.

Limitation of Liability: KDS's liability on any claim or less or damage arising out of this contract or from the performance or breach thereof, or connected with any materials or services supplied hereunder, or the sale, resale, operation or use of materials, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such material or services or part thereof involved in the claim, regardless of cause or fault. This limitation of liability reflects a deliberate and bargained-for allocation of risks between KDS and Buyer and constitutes the basis of the parties' bargain, without which KDS would not have agreed to the price or terms of this contract. KDS shall not under any circumstances, be liable for any labor charges without its prior written consent. KDS shall not in any event be liable whether as a result of breach of contract, warranty, tort (including negligence) or other grounds for incidental, special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of material or associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of Buyer for such damage. If KDS furnished Buyer with advice or other assistance regarding any materials or services supplied hereunder, or any system or equipment in which any such materials may be installed, and which is not required pursuant to this contract, the furnishing of the advice or assistance will not subject KDS to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

Cancellation and Returns: Buyer may cancel an order by mutual agreement of both Buyer and KDS. Materials shall not be returned by Buyer without KDS's prior written authorization and payment by Buyer of a reasonable restocking charge to be determined by KDS. Authorized returns shall be at the Buyer's sole expense, freight prepaid. No returns shall be accepted following 60 days after delivery. No credit will be issued for shipping charges or other special expenses.

Patents: KDS shall indemnify the Buyer against any judgment for damages and costs which may be rendered against the Buyer in any suit brought on account of the alleged infringement of any U.S. patent by any product supplied by KDS hereunder, unless made in accordance with materials, designs or specifications furnished or designated by the Buyer, in which case the Buyer shall indemnify KDS against any judgment for damages and costs which may be rendered against KDS in any suit brought on account of the alleged infringement or any U.S. patent by such product or by such materials, designs or specifications, provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and that an opportunity be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Neither KDS nor the Buyer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from infringement of patents.

Non-Waiver by KDS: Waiver by KDS of a breach of any of the terms and conditions set forth above shall not be construed as a waiver of any other breach.



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"Ship To" Addresses (if different than "Bill To")

Ship To Address: _____

City: _____ State: _____ County: _____ Zip: _____

Telephone: _____ Fax: _____

☐ Taxable

☐ Tax Exempt **if exempt, you must include exemption certificate with application**

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City: _____ State: _____ County: _____ Zip: _____

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